

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to Bid

Solicitation **DG3002**
 Number:
08/06/02 at 2:00 P.M.
 Due Date:
 July 17, 2002
 Date Sent:

Statewide Contract

Goods and services to be purchased: **ONE-WAY ALPHANUMERIC AND TONE/VOICE PAGERS.**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Print or type name and title	Date

FOR PURCHASING CLARIFICATION PLEASE CONTACT DEBBIE GUNDERSEN AT 801-538-3150.

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive

Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

State of Utah

Department of Administrative Services
Division of Information Technology Services

Statewide Contract for

Pagers

BID # DG3002



Invitation to Bid

State of Utah
Michael O. Leavitt
Governor

Department of Administrative Services
Camille Anthony
Executive Director

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SECTION 1 SUMMARY AND SCHEDULE

1.1 Summary Statement

The Department of Administrative Services, Division of Information Technology Services (ITS) is soliciting bids for one-way alphanumeric and tone/voice pagers. These pagers are frequently used in critical public safety communication environments throughout the state. Law enforcement, fire, EMS, dispatch, and various local government agencies within the state of Utah regularly purchase such pagers, as well as the software and hardware necessary to program and maintain them. It is not the intent of this ITB to go after paging services, but only the pagers that will allow agencies to provide their own paging infrastructures. The State of Utah already has paging service contracts.

1.2 Issuing Office and Project Manager

This Invitation to Bid (ITB) is issued by the State of Utah, Division of Purchasing for the Department of Administrative Services, Division of Information Technology Services.

Division of Purchasing

Address: State Office Building, Room 3150
Salt Lake City, Utah 84114

Purchasing Agent: Debbie Gundersen
Telephone: (801) 538-3150
Fax: (801) 538-3882
Email: dgundersen@utah.gov

Division of Information Technology Services

Address: State Office Building, Room 6000
Salt Lake City, Utah 84114

Project Manager: Doug Chandler
Telephone: (801) 538-9546
Fax: (801) 538-3550
Email: dchandler@utah.gov

The Project Manager and Purchasing Agent are the sole points of contact for this ITB.

1.3 Schedule of Events

The purpose of the question and response period is to refine the ITB with the helpful input or question(s) from the offerors. If the offeror feels a specification or requirement is unnecessarily restrictive, this should be pointed out *in writing* prior to the deadline for receipt of questions. Once the deadline has been passed for questions, the ITB will not be altered.

Deadline for receipt of questions: 07/23/02 2:00 p.m.
Responses to questions issued by: 07/26/02
Bid due: 08/06/02 2:00 p.m.

1.4 Submission of Bids

Bids must be received by the Division of Purchasing no later than 2:00 PM on the date specified in Section 1.3. An original and five (5) copies of each bid are to be submitted. Proposals may be modified or withdrawn at any time prior to the deadline for submission.

1.5 Contract Period

The contract will begin upon the approval of the appropriate State authority with an initial two-year term, renewable on a year-by-year basis for three (3) additional years. Annual renewal will be subject to an annual performance review by ITS to verify that the contractor has fulfilled the contract terms, and the contracted equipment still meets the needs of the state and its political subdivisions.

1.6 Scope of Contract

This is a statewide contract. In addition to contract purchases by State of Utah government agencies, statewide contracts may also be used by the political subdivisions of the State of Utah, such as city and county governments and, higher and public education.

The State reserves the right to partition the award to multiple offerors (geographically or for diversity in suppliers), to selectively purchase items offered in response to this bid, or to seek a separate competitive bid or proposal, if it is in the best interest of the State to do so. All political subdivisions within the State of Utah, including, but not limited to, cities, counties, universities, educational districts, etc., will be notified of the contract results in writing and advised of their option to make purchases under the contracts awarded.

1.7 Questions

All questions in regard to this ITB must be submitted in writing to the Project Manager. Verbal questions and answers given by any ITS employee will have no standing. Questions must be received no later than 2:00 p.m. on the date specified in Section 1.3. All questions received (questioners will not be identified) and State responses will be sent to all offerors responding as an addendum to this ITB.

1.8 ITB Available On-line or Email

Potential offerors may view and/or print a complete copy of this ITB by visiting the Division of Purchasing Web site at <http://www.purchasing.utah.gov>.

Offerors wishing to receive this ITB via Email should submit a written request to the Project Manager, Doug Chandler, at dchandler@utah.gov. The ITB information is available in Microsoft Word 2000 format. Any information supplied via Email is for convenience only. In case of conflict between the written document on the Purchasing Web site and the Emailed copy, the written document prevails.

SECTION 2 GENERAL REQUIREMENTS

2.1 Organization of Bids

Bids should be concise and straightforward. Unless offerors expressly state otherwise, offerors agree to comply with every section, subsection, attachment, and addendum of this Invitation to Bid. Each bid must consist of:

2.1.1 Letter of Transmittal (Mandatory)

This shall include the names, titles, office addresses, and telephone numbers of persons authorized to conduct negotiations regarding this ITB, and must be signed by an authorized representative of the offeror.

2.1.2 Executive Summary (Mandatory)

This section shall include a concise overview of the document including summarized cost information. Offerors should include a brief narrative describing the benefits to the State of Utah if they are awarded the contract.

2.1.3 Responses to Specifications and Requirements (Mandatory)

A point-by-point response shall be made to the requirements of each paragraph of the specifications, indicating either compliance or exception on offerors part. Sufficient supporting detail shall be supplied with each statement to confirm the degree of compliance. If a paragraph states only information to offeror, the response shall indicate "Understood." All documentation required in each paragraph shall be supplied as part of the point-by-point response. Offerors must comply with contract terms and requirements as listed in these specifications, as well as technical parameters of each of the items offered to be eligible to receive the contract award.

2.1.4 Additional Information and Attachments

Offerors are encouraged to submit pertinent and useful product offerings that are supplemental to, or enhance the performance of, the items specifically requested in this ITB. Such offerings are subject to all terms of this ITB and pricing must accompany the items.

2.2 Revisions to ITB

The State reserves the right to amend this ITB at any time prior to the proposal due date. An addendum containing the revisions will be furnished to all prospective offerors listed by the Division of Purchasing.

2.3 Rejection of Bids

The State reserves the right to reject any or all bids that do not comply with these specifications.

2.4 Acceptance of Bids

The State reserves the right to waive any informality or technicality in any bid received.

2.5 Proposals Property of the State

All materials submitted in response to this ITB become the property of the State.

2.6 Multiple Bids

Offerors may submit multiple bids. Additional bids must be bound separately and should follow the same format as the primary bid, (original plus 5 copies) but containing only that information which differs from that contained in the primary bid.

2.7 News Releases

News releases pertaining to this bid or the contract must have the written permission of the State.

2.8 Subcontractors

The offeror must qualify the subcontractor by providing information on past experiences to include a list of references for work performed. The offeror will be responsible for the subcontractor's work.

2.9 Restrictions

All offers must clearly set forth any restrictions or provisions the offeror deems necessary to effectively service the proposed contract.

2.10 Disclosure

Upon request, the successful offeror(s) will provide Information Technology Services (ITS) copies of all orders for pagers sold to State or any Local Government entities that can purchase from this contract. Failure to meet this requirement could mean cancellation of this or any other contract with the State of Utah.

2.11 References (Mandatory)

Offerors must provide three (3) separate customer references, including company name and address, and the name and telephone number of the contact person. Each reference must presently use the product or service being proposed. The State shall have the right to contact any reference as part of the evaluation and selection process.

2.12 Delivery (Mandatory)

All prices quoted will include freight prepaid to Utah with the exact point of delivery to be specified by the buyer with each order. Delivery points will be easily accessed via paved roadways. For critical needs, delivery time must not exceed 30 days. For non-critical needs, delivery time must not exceed 45 days. The purchasing agency will determine if order is critical or non-critical.

2.13 Term Definitions

For the purposes of this ITB, the terms below are defined as follows:

- 2.13.1** Any reference to offeror, vendor, manufacturer's sales representatives or service representative shall refer to the business that has submitted the proposal.

- 2.13.2** Any reference to the Buyer, ITS, State, or the State of Utah shall refer to the State of Utah or any Government Entity authorized to purchase from this contract.
- 2.13.3** All technical specifications, ratings, or any specified criteria contained within these specifications are considered to be within the current state of the art, and are being met by pager manufacturers. The fact that a manufacturer chooses not to produce equipment meeting these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.
- 2.13.4** Any reference to the current state-of-the-art is our accepted term for standard advancement in the field of paging, which any and all manufacturers should maintain.
- 2.13.5** Standard parts are those parts that would be required and used in all pager units built by the manufacturer for the specific model number.

SECTION 3 GUARANTEES

3.1 Standard Parts Replacement

- 3.1.1** All offerors will guarantee that standard replacement parts will be available for a minimum of seven (7) years from the date of purchase, and that said repair or replacement parts will be provided within a reasonable time period from receipt of an order. Offeror shall state time period expected for replacement parts.
- 3.1.2** Offeror shall agree to provide the State with a spare parts catalog with suggested or list prices, along with a per unit discount price for the duration of the contract period on all repair parts and/or accessory items for each contract awarded, direct from the vendor's factory parts operation.

3.2 Warranty

- 3.2.1** The offeror shall guarantee that all equipment delivered pursuant to these specifications will conform to said specifications and will be new, unused, free from mechanical, electrical or other defects for a minimum of one (1) year from date of delivery. Offerors shall state their warranty period if in excess of (1) year. Offeror may state other warranties as applicable.
- 3.2.2** If it appears that because of workmanship or design defects, the equipment supplied requires modification, repair, or replacement to correct any defect or non-compliance with these specifications, the offeror shall promptly place the units in satisfactory operating condition at no expense to the buyer. Corrective

measures shall begin within forty-eight (48) hours from verbal and/or written notification.

- 3.2.3** Both the offeror and buyer agree that the buyer has the right to perform any routine maintenance or repairs required within the warranty period without jeopardizing the vendor's warranty or guarantee. In all cases, the offeror agrees to replace any defective parts required to repair a unit or return it to compliance with specifications. The State may choose to have repairs and modifications done by the local service center as specified by the offeror. Any offeror who is unable to provide local warranty service must provide satisfactory service support comparable to a local service center. An offeror that does not provide local service must clarify and fully detail the warranty procedure and time constraints regarding the time for repair to a serviceable condition.

3.3 Manuals – Technical/Operational

The offeror agrees to furnish instructional install/maintenance manuals free of charge on all equipment shipped under this contract. The manuals shall provide sufficient and concise information including schematics, trouble shooting diagrams, layout drawings, printed circuit board overlays, test and alignment procedures, interconnection diagrams, and parts description/catalog number as required by a repairman to perform maintenance or trouble shooting.

3.4 Training

All offerors will offer technical training. The offeror shall state cost (if any), location, duration or any pertinent information regarding the type of training they will provide.

3.5 Offeror Response

- 3.5.1** This certifies that the offeror has read and complies with the General ITB Terms, and Guarantees as listed.
- 3.5.2** The ITB specifications terms and conditions and any written specifications, along with State purchase orders, shall constitute the entire contract.
- 3.5.3** This document shall preclude any published terms by the manufacturer, and where they are in conflict, the States' ITB shall take precedence.
- 3.5.4** The laws of the State of Utah shall prevail and any litigation shall be conducted in the courts of the State of Utah notwithstanding any terms or conditions to the contrary.

Company _____

Signature _____

Typed or printed

Signature _____

Title _____

Date _____

SECTION 4 GENERAL SPECIFICATIONS FOR PAGERS

4.1 Messaging and Numeric Multiple Paging Formats

Due to the various popular paging formats, multiple awards are probable in order to ensure compatibility with any existing pager formats in the state. Alpha-numeric pagers must utilize one or more of the following digital display formats:

- A. Golay (GSC)
- B. POCSAG (512, 1200, 2400)
- C. Multitone
- D. Flex TM
- E. NEC
- F. Alpha-Numeric

4.2 Sequential Lockout

Messaging and numeric pagers will utilize either a fixed or programmable sequential lockout feature that will prevent a pager from receiving duplicate pages from multiple transmitter sites over a period of time of no less than 60 seconds.

4.3 Paging Groups & CAP Codes

All pagers will include the capability of individual or group messaging / tones. CAP Codes will be programmable. There will be at least four programmable CAP codes for each pager.

4.4 Frequencies

Pagers will be available in VHF (138-174 MHz) and/or UHF (440-470) MHz. State which is applicable in the pricing section.

4.5 Channel Spacing

Pagers will be software programmable for either 12.5 or 25 KHz channel spacing.

4.6 Batteries

Batteries must be either AA or AAA with the exception of tone and voice pagers, which must utilize rechargeable batteries that can be recharged without removing them from the pager.

4.7 Pager Equivalent Bid Offerings

For purposes of comparison between pagers of similar quality and options, the pagers listed in the pricing section (Section 5) are listed to show types of pagers that may be commonly purchased by agencies within the state. Similar pagers of other manufacturers can be written in next to the pager listed which the offeror would like to be compared to. The bid evaluation committee will determine which pagers will be awarded, and which pagers are duplicated and therefore not awarded. The state reserves the right to make multiple awards if it is in the best interest of the state to do so.

4.8 Programming Capabilities

Pagers must have available hardware and software that will allow the purchasing agency to program their own pagers. Pricing for these items should be identified for each pager bid. If the hardware/software can be used for more than one model of pager offered, this should be noted in the pricing section.

4.9 Specification Sheets

Each pager that is bid must include a detailed product specification sheet. The specification sheet will be used for comparison against other pagers offered in order to determine if one or more awards are necessary for that particular pager type.

SECTION 5 PRICING

5.1 Messaging Pagers

1. Global MSRP / Dealer Catalog (circle one) price discount _____% (Mandatory)

	VHF	UHF
2. Motorola Advisor Gold <i>or</i> _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
 3. Motorola LS750 <i>or</i> _____	 \$ _____	 \$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
 4. Multitone RPR 550 <i>or</i> _____	 \$ _____	 \$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

5. Multitone RPR 580 or _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

6. Multitone TLA850 or _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

7. Multitone PC Access or _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

8. Other Pager _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

9. Other Pager _____ \$ _____ \$ _____

Programming Software \$ _____ \$ _____

Programming Hardware \$ _____ \$ _____

Spare battery (if other than AA or AAA) \$ _____ \$ _____

Option _____ \$ _____ \$ _____

Option _____ \$ _____ \$ _____

Option _____ \$ _____ \$ _____

10. Other Pager _____ \$ _____ \$ _____

Programming Software \$ _____ \$ _____

Programming Hardware \$ _____ \$ _____

Spare battery (if other than AA or AAA) \$ _____ \$ _____

Option _____ \$ _____ \$ _____

Option _____ \$ _____ \$ _____

Option _____ \$ _____ \$ _____

5.2 Tone and Voice Pagers

11. Global MSRP / Dealer Catalog (circle one) price discount _____ % (Mandatory)

12. Motorola Minitor III or _____ \$ _____ \$ _____

Programming Software \$ _____ \$ _____

Programming Hardware \$ _____ \$ _____

Spare battery (if other than AA or AAA) \$ _____ \$ _____

Desktop Charger/Amplifier with ant. Relay \$ _____ \$ _____

Option _____ \$ _____ \$ _____

Option _____ \$ _____ \$ _____

13. SCA Sceptar or _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

14. SCA Alps or _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

15. Other Pager _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

16. Other Pager _____	\$ _____	\$ _____
Programming Software	\$ _____	\$ _____
Programming Hardware	\$ _____	\$ _____
Spare battery (if other than AA or AAA)	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____
Option _____	\$ _____	\$ _____

ATTACHMENT I References

(Section 2.11)

#1

Company _____
Address _____
Contact _____
Phone _____

#2

Company _____
Address _____
Contact _____
Phone _____

#3

Company _____
Address _____
Contact _____
Phone _____

ATTACHMENT II Response Sheets

(Section 2.1.3)

* Mandatory

SECT#	DESCRIPTION	COMPLY		REMARKS
		Y	Exc.	
2.1	Organization			
2.1.1	*Letter of Transmittal			
2.1.2	*Executive Summary			
2.1.3	*Point-by-Point			
2.1.4	Additional Info			
2.2	Revisions to ITB			
2.3	Rejection of Bids			
2.4	Acceptance of Bids			
2.5	Proposals Property of			
2.6	Multiple Bids			
2.7	News Releases			
2.8	Sub Contractors			
2.9	Restrictions			
2.10	Disclosure			
2.11	*References			
2.12	*Delivery			
2.13	Definitions			
3.1.1	Parts Availability			
3.1.2	Catalog			
3.2.1	Warranty			
3.2.2	Warranty Service			
3.2.3	Warranty Repairs			
3.3	Manuals			
3.4	Training			
3.5.1	Compliance			
3.5.2	Scope of Contract			
3.5.3	Precedence			
3.5.4	State laws prevail			
4.1	Multiple Formats			
4.2	Sequential Lockout			
4.3	Paging Groups & CAP			
4.4	Frequencies			
4.5	Channel Spacing			
4.6	Batteries			
4.7	Pager Equivalent			
4.8	Programming			
4.9	Specification Sheets			

Standard Contract Terms and Conditions
State of Utah, Statewide Contracts
ATTACHMENT A (Invitation for Bids)

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

5. AUDIT OF RECORDS: The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

8. HOLD HARMLESS: The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

9. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

13. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

14. TAXES: Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM BID PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

27. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the

circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002